

TA12 Rec'd PCT/PTO 16 APR 2007

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: : **OFFICIAL**  
James Edward Delves, et al. :  
Serial No.: 10/573,716 : Group Art Unit: 1723  
PCT No.: PCT/GB04/04145 : Confirmation No. 2244  
International Filing Date: 28 Sept. 2004 : Examiner:  
Priority Date: 29 Sept. 2003 : Docket No.: DPS-030810 PET-1015US  
For: APPARATUS FOR :  
ENHANCING SOLUBILITY : Date: April 16, 2007

**PETITION IN SUPPORT OF APPLICATION FILED UNDER  
37 CFR §1.47(b) AND FEES UNDER 37 CFR §1.17(g)**

Mail Stop PCT  
Commissioner for Patents  
Office of PCT Legal Administration  
P. O. Box 1450  
Alexandria, Virginia 22313-1450

04/18/2007 MKAYPAGH 00000107 10573716

02 FC:1463

<sup>200.00 0P</sup>  
This is a Petition for acceptance of an application where both joint inventors refuse to execute the application for patent. In support of the Petition, the following are presented:

A. A Declaration in Support of Petition for Application Filed Under 37 CFR §1.47(b) signed by Mr. Christian Ziar, and Exhibits A-H attached thereto;

04/18/2007 MKAYPAGH 00000107 10573716

01 FC:1253

1020.00 0P

I hereby certify that this correspondence, and any attachments referred to, is being deposited with the United States Postal on this 16 day of April 2007 in an envelope as "Express Mail Post Office to Addressee" Mailing Label No. EV835823865US addressed to: Mail Stop PCT, Commissioner for Patents, Office of PCT Legal Administration, P.O. Box 1450, Alexandria, Virginia 22313-1450

APRIL 16, 2007  
Date of Deposit

  
David L. Mossman

4.16.2007  
Date

B. A Legal Memorandum establishing that ownership of an invention made by an employee in the normal duties of an employee in the United Kingdom is in the employer, and in particular that the ownership of the subject invention made by James Edward Delves and David John Parkinson would be awarded to Dynamic Processing Solutions Ltd by a court of competent jurisdiction in the United Kingdom, the Memorandum signed by Mr. Noel J. Akers, a Chartered Patent Attorney in the United Kingdom and Fellow of the Chartered Institute of Patent Attorneys; having fastened thereto Attachment I a certified copy of the Statement of Inventorship of GB 0322754.3 and Attachment II a copy of the UK Patents Act 1977, May 2006 (as Amended) Section 39, p. 30, Section 43, p. 33, Section 130, and pp. 75-76;

C. A Declaration and Power of Attorney containing an added section thereto for Signature by Person on Behalf of Nonsigning Inventor Who Refuses to Sign, signed by Mr. Manish B. Vyas, a person with sufficient proprietary interest in the subject application;

D. A Declaration and Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor and Establishing Proprietary Interest for Application Filed Under 37 CFR §1.47(b) signed by Mr. Manish B. Vyas, and Certificate of KCC Group Limited (Exhibit 1) attached thereto;

E. A copy of the Assignment between DPS (in Administration) and KCC Group Limited (Exhibit 2);

F. A copy of the Agreement dated 1 September 2004 between DPS and KCC Group Limited (Exhibit 3);

G. A Declaration in Support of Petition for Application Filed Under 37 CFR §1.47(b) signed by Mr. Paul W. Webb, a former director and co-founder with Messrs. Delves and Parkinson of DPS, establishing his belief that Messrs. Delves and Parkinson were and are the joint inventors of the "Apparatus for Enhancing Solubility";

H. A copy of the Notification of Missing Requirements Under 35 U.S.C. 371 in the United States Designated/Elected Office (DO/EO/US) dated 11/27/2006.

I. A Petition for Extension of Time under 37 CFR §1.136(a) for three months.

J. Check #17247 dated April 4, 2007 for the petition fee of \$200.00 and the three-month extension of time fee of \$1,020.00.

Facts Concerning Refusal of Joint Inventors to Sign Application

The facts surrounding the refusal of the joint inventors James Edward Delves and David John Parkinson to sign the application are established by Mr. Christian Ziar's Declaration and the Exhibits attached thereto.

1. Mr. Ziar is a Patent and Trademark Administrator for N. J. Akers & Co., a law firm in the United Kingdom concerned with patents and trademarks, and was the person directly involved with attempting to obtain the signature of the inventors Mr. James Edward Delves and Mr. David John Parkinson on the above-identified patent application.
2. As established in his Declaration, Mr. Ziar's efforts to have Mr. Parkinson sign the subject Declaration were as follows:
3. He sent copies of the combined Declaration and Power of Attorney for Patent Application (Exhibit A) for the subject application to Messrs. Delves and Parkinson by special delivery on 21 February, 2007. Copies of Mr. Ziar's letters to Messrs. Delves and Parkinson are attached thereto as Exhibits B and C. Mr. Ziar included a copy of the subject application as WO 2005/031010 A2, along with a copy of the Declaration (Exhibit A) requesting that they each review the documents, and sign, date and return the respective Declarations to him.
4. Copy of proof of delivery of Mr. Ziar's letter and attachments to Mr. Delves on 22/02/07 (February 22, 2007) is attached thereto as Exhibit D, and copy of proof of delivery of his letter and attachments to Mr. Parkinson on 22/02/07 (February 22, 2007) is attached thereto as Exhibit E.
5. On 28 February, 2007 at 16:45 Mr. Ziar sent to Mr. Delves an email, a copy of which is attached thereto as Exhibit F, with substantially the same content as his letter of 21 February, 2007 (Exhibit B therein) to which were attached electronic copies of the Declaration (Exhibit A) and WO 2005/031010 A2

again requesting that he review the documents, and sign, date and return the Declaration to Mr. Ziar.

6. On 28 February, 2007 at 16:42 Mr. Ziar sent to Mr. Parkinson an email, a copy of which is attached thereto as Exhibit G, with substantially the same content as his letter of 21 February, 2007 (Exhibit C therein) to which were attached electronic copies of the Declaration (Exhibit A) and WO 2005/031010 A2 again requesting that he review the documents, and sign, date and return the Declaration to Mr. Ziar.
7. On 05 March, 2007 at 16:07 Mr. Ziar sent to Mr. Delves another email at a different address (jim@delves0.freeserve.co.uk), a copy of which is attached thereto as Exhibit H, that was substantially the same as his previous email of 28 February, 2007 (Exhibit F therein) to which were again attached electronic copies of the Declaration (Exhibit A) and WO 2005/031010 A2, once more requesting that he review the documents, and sign, date and return the Declaration to Mr. Ziar.
8. Mr. Ziar did not receive any indication that his emails of Exhibits F, G and H above were undeliverable.
9. As of the date of Mr. Ziar's signature to his Declaration, 4 April 2007, he has not received a signed Declaration from either Mr. Delves or Mr. Parkinson, and further has not received any acknowledgement or reply of any kind, by mail, email, phone or other means from either Mr. Delves or Mr. Parkinson.
10. Over five weeks have elapsed from the first delivery of Mr. Ziar's letters and attachments to the inventors (22 February 2007) and the date Mr. Ziar signed his Declaration (4 April 2007), and over four weeks have elapsed since the last of Mr. Ziar's emails and his Declaration. Applicant/Petitioner concludes, as does Mr. Ziar, that Messrs. Delves and Parkinson have refused to sign the combined Declaration and Power of Attorney for the subject Patent Application.

Initial Ownership of Invention by DPS

In accordance with MPEP §409.03(f), attached hereto is also a Legal Memorandum dated 30 March 2007 from Mr. Noel J. Akers that the ownership of any invention made by employees in the United Kingdom in the normal duties of that person may belong to the employer, in view of Sections 39 and 43 of the United Kingdom Patents Act 1977, as amended up to May 2006. Further it is Mr. Akers' opinion that the Patent Court, a court of competent jurisdiction in the United Kingdom, would by weight of its authority in that jurisdiction would award all right and title in the subject invention made by Mr. Parkinson in the United Kingdom during his normal duties while employed by Dynamic Processing Solutions Limited (DPS herein) to DPS. A certified copy of statement of inventorship and right to grant of a patent is affixed thereto as Attachment I. Mr. Akers, as a licensed attorney in the United Kingdom has firsthand knowledge of the law therein. A copy (in the English language) of the appropriate statute (being other than the United States statute) is incorporated within Mr. Akers' memorandum (Attachment II). Applicant/Petitioner respectfully submits that Mr. Akers' memorandum and attachments thereto are sufficient to establish that Messrs. Delves and Parkinson made the subject invention while employed by DPS and that ownership of the invention was in DPS at the time the invention was made.

Further, the Applicant/Petitioner respectfully submits the attached Declaration by Mr. Paul W. Webb. Mr. Webb was a director and co-founder of DPS along with Mr. Parkinson and Mr. Delves. He was in a unique, firsthand position to believe that Messrs. Delves and Parkinson made the invention while employed by DPS, and in his Declaration Mr. Webb establishes his belief of these facts. Applicant/Petitioner respectfully submits that Mr. Webb's Declaration alone is sufficient to establish the necessary facts.

Present Ownership of Invention by KCC Group Limited, Applicant Herein On Behalf of Nonsigning Sole Inventor

The facts surrounding the present ownership of the invention in KCC Group Limited establishing a proprietary interest in the subject application are as follows:

1. As established in Mr. Vyas' Declaration attached hereto, KCC Group Limited, for which Mr. Vyas is authorized to sign, has a proprietary interest in the subject invention. KCC Group Limited has a *bona fide* intent and plan to disclose, publicize, market and otherwise commercialize the invention described and claimed in the subject patent application to potential customers within the United States as soon as possible after the subject patent application is accepted. Such disclosure, publicity and marketing without acceptance by the United States Patent and Trademark Office would jeopardize the rights of the parties herein – the owners of the rights in the invention. A primary reason for the ownership of the rights in an invention is to commercially exploit it, and such exploitation of the claimed invention herein is the intent of the owner KCC Group Limited. This intent and plan to disclose, publicize and market the invention described and claimed in the subject patent application to potential customers within the United States constitutes a firm plan for commercialization of the subject matter of the subject application.
2. Mr. Vyas is authorized to sign the Declaration by a Person Signing on Behalf of the Nonsigning Inventor Establishing Proprietary Interest on behalf of KCC Group Limited, by virtue of the Certificate of KCC Group Limited signed by Mr. George Mackie, Director of Finance, Eastern Hemisphere, on January 30, 2006, attached thereto as Exhibit A.
3. DPS, the original owner of the subject invention as established above by Mr. Akers' legal memorandum, has assigned all rights in the subject invention to KCC Group Limited. As proof of this assignment, attached hereto is a copy of the Assignment between DPS (in Administration) and KCC Group Limited (Exhibit 2) wherein DPS assigned to KCC Group Limited full title and exclusive benefit of the Invention in the United Kingdom and throughout the world, the Invention being the applications in the Schedule attached thereto, which include "Solubility reactor", the same Apparatus for Enhancing Solubility invention described in the application herein, reciting application number GB0322754.3 to which the subject application claims priority.

4. As further evidence of the ownership of the invention by KCC Group Limited, also attached hereto is a copy of an Agreement (Exhibit 3) dated 1 September 2004 between DPS and KCC Group Limited, where DPS agreed to sell and KCC Group Limited agreed to buy the Assets of DPS, which include the Intellectual Property Rights thereof. The Intellectual Property Rights of DPS sold to KCC Group Limited include those on Schedule 1 attached thereto including United Kingdom Application Number 0322754.3 also identified as "Solubility Reactor".
5. Thus, it is respectfully submitted that by virtue of the transmission of ownership from inventors Mr. Delves and Mr. Parkinson to DPS to KCC Group Limited, for which entity Mr. Vyas is authorized to sign, he is authorized to sign this Statement on behalf of KCC Group Limited which has sufficient proprietary interest to make the subject application for the nonsigning inventor. Mr. Vyas' relationship to the inventor is an authorized agent of the current owner of the invention, KCC Group Limited, as assigned to them by the original owner DPS, who owned and held title to the invention by virtue of the inventor's employment of Mr. Parkinson at the time the invention was made and by virtue of United Kingdom law.

Prayer for Relief

In view of these facts, the Applicant respectfully petitions that the United States Patent and Trademark Office accept the application because the inventors have refused to sign, and accept the application on behalf of one showing sufficient proprietary interest in the matter justifying such action, necessary to preserve the rights of said party.

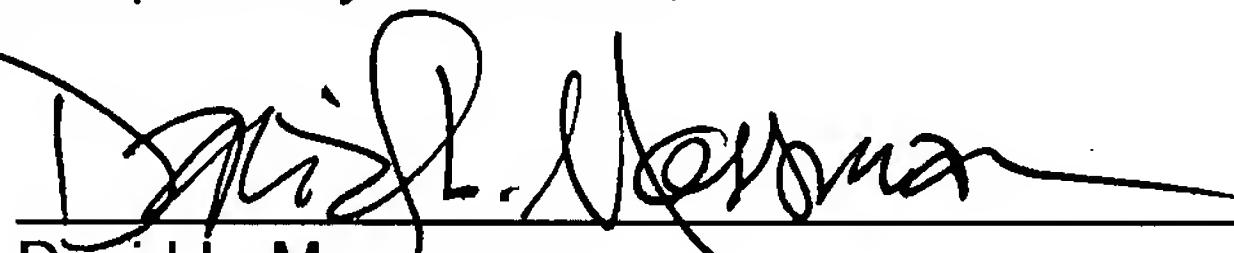
Because it has taken some time for the Applicant/Petitioner to conduct the above-noted efforts and collect the necessary documents attached hereto, a three-month Petition for Extension of Time is respectfully also submitted herewith.

Fee

The petition fee of \$200.00 is enclosed by check herein. If any additional fees are due with respect to this Petition and submissions attached hereto, the Examiner is authorized to charge such fees to Madan, Mossman & Sriram, P.C. Deposit Account No. 13-0010 (PET-1013US).

Respectfully submitted,

Date: 4.16.2007

  
\_\_\_\_\_  
David L. Mossman  
Reg. No. 29,570  
Attorney for Applicant/Petitioner  
Madan, Mossman & Sriram, P.C.  
2603 Augusta  
Suite 2603  
Houston Texas 77057  
Phone: 512/219-4026  
Facsimile: 512/219-4036  
Email: [dmoossman@madanlaw.com](mailto:dmoossman@madanlaw.com)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: : **OFFICIAL**  
James Edward Delves, et al. :  
Serial No.: 10/573,716 :  
PCT No.: PCT/GB04/04145 : Group Art Unit:  
International Filing Date: 28 Sept. 2004 : Examiner:  
Priority Date: 29 Sept. 2003 : Docket No.: DPS-030810 PET-1015US  
For: APPARATUS FOR :  
ENHANCING SOLUBILITY :  
:

**DECLARATION IN SUPPORT OF PETITION  
FOR APPLICATION FILED UNDER 37 CFR §1.47(b)**

Mail Stop PCT  
Commissioner for Patents  
Office of PCT Legal Administration  
P. O. Box 1450  
Alexandria, Virginia 22313-1450

This is a Declaration in support of a Petition for acceptance of a Declaration and Power of Attorney filed by unavailable joint inventors who refuse to execute an application for patent. In support of the Petition, the following supporting facts are presented:

1. I, Christian Ziar, am a Patent and Trademark Administrator for N. J. Akers & Co., a law firm in the United Kingdom concerned with patents and

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I hereby certify that this correspondence, and any attachments referred to, is being deposited with the United States Postal on this 16<sup>th</sup> day of April 2007 in an envelope as "Express Mail Post Office to Addressee" Mailing Label No. EV835823865US addressed to: Mail Stop PCT, Commissioner for Patents, Office of PCT Legal Administration, P.O. Box 1450, Alexandria, Virginia 22313-1450

APRIL 16, 2007  
Date of Deposit

  
David L. Mossman

4-16-2007  
Date

trademarks, having a place of business at the address below my signature *infra*.

2. Messrs. James Edward Delves and David John Parkinson are the named inventors in the above-identified patent application. My efforts to have Messrs. Delves and Parkinson sign the Declaration (Exhibit A) for the subject patent application are outlined below.
3. To my knowledge, Mr. Delves' last known residence address is:

32 Quantock Road  
Portishead  
Bristol BS 20 6DP
4. To my knowledge, Mr. Parkinson's last known residence address is:

Arodene  
Walton Down  
Walton-in-Gordano  
Clevedon BS21 7AR
5. Exhibit A attached hereto is a copy of the combined Declaration and Power of Attorney for Patent Application for the subject application.
6. On 21 February, 2007 I sent to Mr. Delves and Mr. Parkinson my letters of the same date via special delivery, copies of which are attached hereto as Exhibits B and C, respectively, and as noted therein I included a copy of the subject application as WO 2005/031010 A2, along with a copy of the Declaration (Exhibit A) requesting that they each review the documents, and sign, date and return the respective Declarations to me.
7. Copy of proof of delivery of my letter and attachments to Mr. Delves on 22/02/07 (February 22, 2007) is attached hereto as Exhibit D, and copy of proof of delivery of my letter and attachments to Mr. Parkinson on 22/02/07 (February 22, 2007) is attached hereto as Exhibit E.
8. On 28 February, 2007 at 16:45 I sent to Mr. Delves an email, a copy of which is attached hereto as Exhibit F, with substantially the same content as my letter of 21 February, 2007 (Exhibit B herein) to which were attached

electronic copies of the Declaration (Exhibit A) and WO 2005/031010 A2 again requesting that he review the documents, and sign, date and return the Declaration to me.

9. On 28 February, 2007 at 16:42 I sent to Mr. Parkinson an email, a copy of which is attached hereto as Exhibit G, with substantially the same content as my letter of 21 February, 2007 (Exhibit C herein) to which were attached electronic copies of the Declaration (Exhibit A) and WO 2005/031010 A2 again requesting that he review the documents, and sign, date and return the Declaration to me.
10. On 05 March, 2007 at 16:07 I sent to Mr. Delves another email at a different address (jim@delves0.freeserve.co.uk), a copy of which is attached hereto as Exhibit H, that was substantially the same as my previous email of 28 February, 2007 (Exhibit F herein) to which were again attached electronic copies of the Declaration (Exhibit A) and WO 2005/031010 A2, once more requesting that he review the documents, and sign, date and return the Declaration to me.
11. I did not receive any indication that my emails in items 8, 9 or 10 above were undeliverable.
12. As of the date of my signature below, I have not received a signed Declaration from either Mr. Delves or Mr. Parkinson, and further have not received any acknowledgement or reply of any kind, by mail, email, phone or other means from either Mr. Delves or Mr. Parkinson.
13. I must conclude that Mr. Delves and Mr. Parkinson have refused to sign the Declarations sent to them on paper and electronically.
14. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the

application cited above or any patent issued thereon. Further Declarant  
sayeth not.

Respectfully submitted,

Date: 4 APRIL 2007



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Christian Ziar  
Patent and Trademark Administrator  
N. J. Akers & Co.  
7 Ferris Town, Truro  
Cornwall, TR1 3 JG  
United Kingdom  
Tel: (44) 1872 266 810  
Fax: (44) 1872 262 611

## DECLARATION AND POWER OF ATTORNEY FOR PATENT APPLICATION

As the below named inventors, we hereby declare that:

### Exhibit A

Our residence, post office address and citizenship are stated below each of our names.

We believe that we are the original, first and joint inventors of the subject matter which is claimed and for which a patent is sought on the invention entitled "**Apparatus for Enhancing Solubility**", the specification of which is being submitted under 35 USC 371, with an international filing date of **September 28, 2004** and assigned Serial No. **10/573,716**.

We hereby state that we have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

We acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, Sec. 1.56 (a).

We hereby claim foreign priority benefits under Title 35, United States Code, Sec. 119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed.

#### PRIOR FOREIGN APPLICATION(S)

NUMBER	COUNTRY	(DAY/MONTH/YEAR FILED)	YES	NO
		PRIORITY CLAIMED		
PCT/GB04/04145 0322754.3	WO GB	28 September 2004 29 September 2003	XX	XX

We hereby claim the benefit under Title 35, U.S.C., Sec. 120 of any United States application or under Title 35, U.S.C., Section 119(e) of any provisional application listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in any prior United States application in the manner provided by the first paragraph of Title 35, U.S.C., Sec. 112. We acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

SERIAL NO.	FILING DATE	STATUS
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We hereby appoint, the attorneys associated with **Customer No. 64065**, as our attorneys with full power of substitution and revocation to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

Please address all correspondence regarding this application to:

**Customer No. 64065**  
Patent Services Department  
Cameron International Corporation  
P.O. Box 1212  
Houston, Texas 77251-1212

Direct all telephone calls to David L. Mossman at (512) 219-4026.

We hereby declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Sec. 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

First Named Inventor: **James Edward Delves**

Residence: **16 Drakes Way  
Portishead, Bristol BS20 6LB  
Great Britain**

Post Office Address: **Same**

Citizen Of: **Great Britain**

---

Date **James Edward Delves**

Second Named Inventor: **David John Parkinson**

Residence: **Arodene, Walton-in-Gordano  
Clevedon, North Somerset BS21 7AR  
Great Britain**

Post Office Address: **Same**

Citizen Of: **Great Britain**

---

Date **David John Parkinson**

## Exhibit B

Mr. J. Delves  
32 Quantock Road  
Portishead  
Bristol  
BS 20 6DP

Via special delivery

21 February, 2007

Dear Mr. Delves

Our firm represents Cameron International Corporation, Petreco International and KCC Group Limited with regard to Intellectual Property including various patent matters.

This patent application concerns an Apparatus for Enhancing Solubility, and corresponds to Great Britain patent application GB 0322754.3 and PCT International Application PCT/GB2004/04145 (published as WO 2005/031010 A2). In connection with this U.S. application, please find attached:

1. A copy of the application as WO 2005/031010 A2; and
2. A Declaration and Power of Attorney for your signature

We would greatly appreciate it if you would review these documents and sign, date and return the Declaration. By signing the Declaration you do only two things:

1. State that you are a joint inventor of this invention; and
2. Appoint the attorneys listed to represent you in only this one U.S. application

It is a peculiarity of U.S. patent law that patent applications must be made in the name of the inventor (s), not the name of the owner as they are in the United Kingdom and most other countries. I would thus respectfully ask for you to consider signing, dating and returning the enclosed Declaration.

Your assistance in this matter is greatly appreciated.

Yours sincerely

Christian Ziar

Encl:

## Exhibit C

Mr. David Parkinson  
Arodene  
Walton Down  
Walton-in-Gordano  
Clevedon BS21 7AR

Via special delivery

21 February, 2007

Dear Mr. Parkinson

Our firm represents Cameron International Corporation, Petreco International and KCC Group Limited with regard to Intellectual Property including various patent matters.

This patent application concerns an Apparatus for Enhancing Solubility, and corresponds to Great Britain patent application GB 0322754.3 and PCT International Application PCT/GB2004/04145 (published as WO 2005/031010 A2). In connection with this U.S. application, please find attached:

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Your assistance in this matter is greatly appreciated.

Yours sincerely

Christian Ziar

Encl:

## Track & Trace

Please enter your 13 digit reference number  
e.g. AA 0001 0001 9GB

ZV297553455GB

Track item 

How to find your reference number 

## Delivered

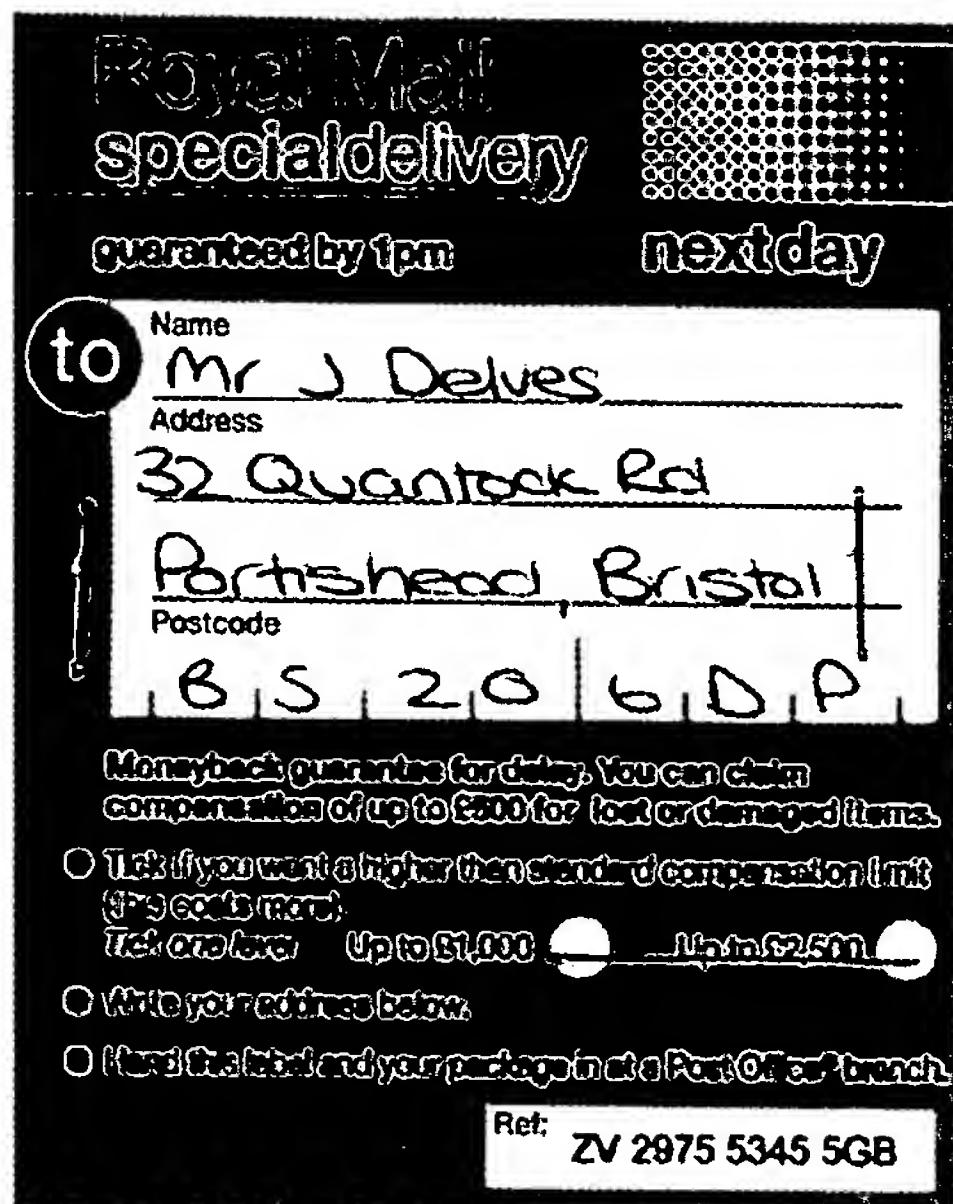
Your item with reference ZV297553455GB was delivered from our PORTISHEAD delivery Office on 22/02/07.

Thank you for using this service.

We can confirm that this item was delivered before the guaranteed time.

The electronic Proof of Delivery may not be available for this item yet. Please allow up to 72 hours after delivery before checking.

## Exhibit D



## Track & Trace

Please enter your 13 digit reference number  
e.g. AA 0001 0001 9GB

ZV297553464GB

Track item 

How to find your reference number 

## Delivered

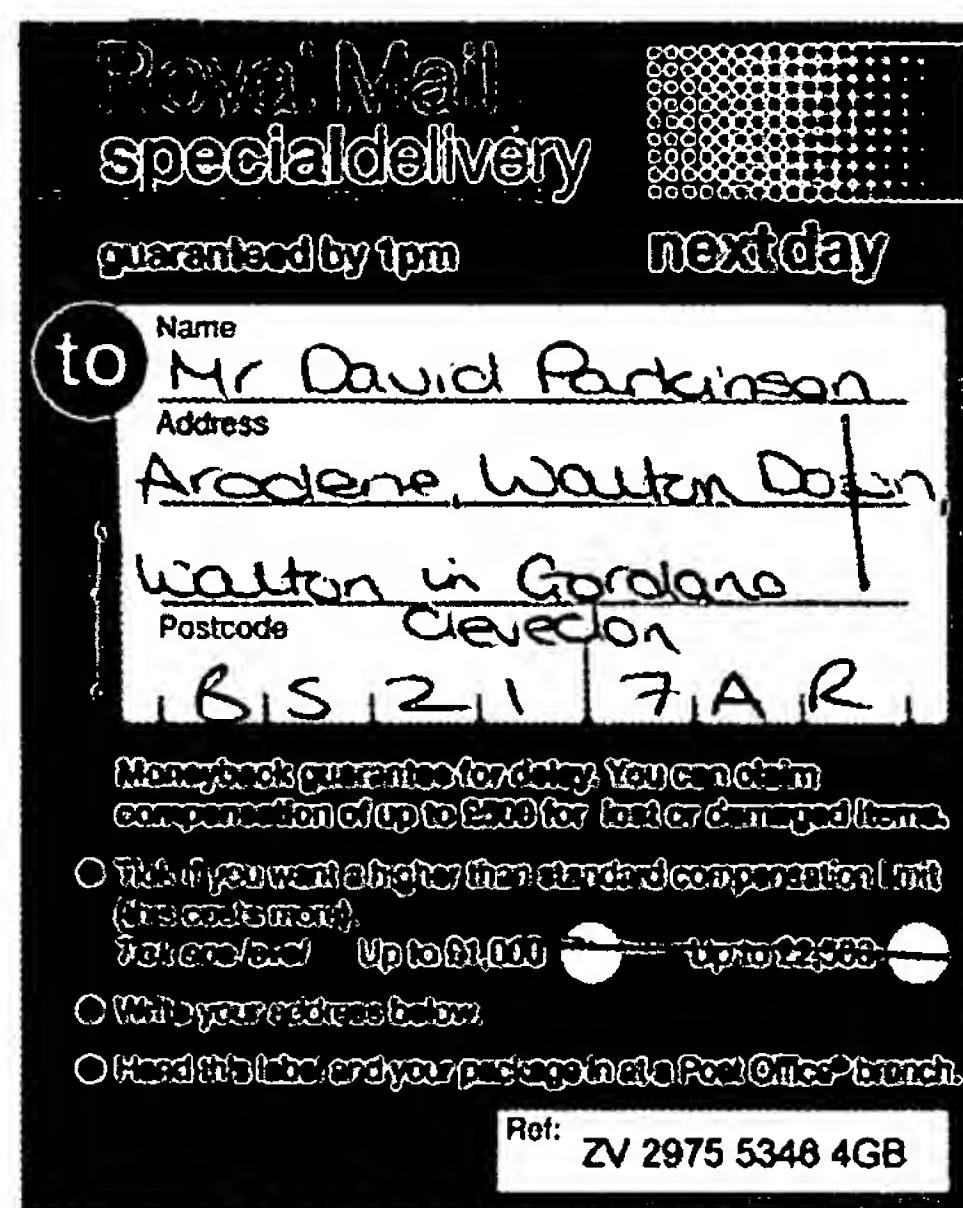
Your item with reference ZV297553464GB was delivered from our CLEVEDON Delivery Office on 22/02/07.

Thank you for using this service.

We can confirm that this item was delivered before the guaranteed time.

You can now see the electronic Proof of Delivery for this item by clicking the button below.

## Exhibit E



## Exhibit F

### Christian Ziar (N.J. Akers & Co)

---

**From:** Christian Ziar (N.J. Akers & Co) [ziar@njakers.com]  
**Sent:** 28 February 2007 16:45  
**To:** 'Jim Delves'  
**Subject:** Apparatus for Enhancing Solubility  
**Importance:** High  
**Attachments:** PCT PDF.pdf; Declaration & Power of Attorney.pdf

Dear Mr. Delves,

As you may know our firm assists Cameron International Corporation, Petreco International and KCC Group Limited with regard to Intellectual Property including various patent matters.

The subject patent application concerns an Apparatus for Enhancing Solubility, and corresponds to Great Britain patent application GB 0322754.3 and PCT International Application PCT/GB2004/04145 (published as WO 2005/031010 A2). In connection with this U.S. application, please find attached:

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If you have any questions please do not hesitate to contact either myself or Mr. Akers of this office.

Your assistance in this matter is greatly appreciated.

Kind regards

Christian Ziar

N.J. Akers & Co.  
 7 Ferris Town, Truro  
 Cornwall, TR1 3 JG, United Kingdom

Tel: + 44 (0) 1872 266 810  
 Fax: + 44 (0) 1872 262 611

Email: [ziar@njakers.com](mailto:ziar@njakers.com)  
 Web: [www.njakers.com](http://www.njakers.com)

N.J. Akers & Co Ltd. Registered Address Ellerd House, Amanbury Lane, Harpenden, Hertfordshire AL5 2EJ. Registered in England and Wales with company number 5147141  
 This e-mail is strictly confidential and intended for the addressee only. If you are not the named addressee you must not disclose, copy or take any action in reliance of this transmission and you should notify us immediately.

--  
 No virus found in this outgoing message.  
 Checked by AVG Free Edition.

Version: 7.5.446 / Virus Database: 268.18.4/705 - Release Date: 27/02/2007 15:24

## Exhibit G

### Christian Ziar (N.J. Akers & Co)

---

**From:** Christian Ziar (N.J. Akers & Co) [ziar@njakers.com]  
**Sent:** 28 February 2007 16:42  
**To:** 'davidparkinson@dps-global.com'  
**Subject:** Apparatus for Enhancing Solubility  
**Importance:** High  
**Attachments:** Declaration & Power of Attorney.pdf; PCT PDF.pdf

Dear Mr. Parkinson

As you may know our firm assists Cameron International Corporation, Petreco International and KCC Group Limited with regard to Intellectual Property including various patent matters.

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If you have any questions please do not hesitate to contact either myself or Mr. Akers of this office.

Your assistance in this matter is greatly appreciated.

Kind regards

Christian Ziar

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Version: 7.5.446 / Virus Database: 268.18.4/705 - Release Date: 27/02/2007 15:24

## Exhibit H

### Christian Ziar (N.J. Akers & Co)

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**From:** Christian Ziar (N.J. Akers & Co) [ziar@njakers.com]  
**Sent:** 05 March 2007 16:07  
**To:** 'jim@delves0.freeserve.co.uk'  
**Subject:** Apparatus for Enhancing Solubility  
**Attachments:** PCT PDF.pdf; Declaration & Power of Attorney.pdf

Dear Mr. Delves,

As you may know our firm assists Cameron International Corporation, Petreco International and KCC Group Limited with regard to Intellectual Property including various patent matters.

The subject patent application concerns an Apparatus for Enhancing Solubility, and corresponds to Great Britain patent application GB 0322754.3 and PCT International Application PCT/GB2004/04145 (published as WO 2005/031010 A2). In connection with this U.S. application, please find attached:

1. A copy of the application as WO 2005/031010 A2; and
2. A Declaration and Power of Attorney for your signature

We would greatly appreciate it if you would review these documents and sign, date and return the Declaration. By signing the Declaration you do only two things:

1. State that you are a joint inventor of this invention; and
2. Appoint the attorneys listed to represent you in only this one U.S. application

It is a peculiarity of U.S. patent law that patent applications must be made in the name of the inventor (s), not the name of the owner as they are in the United Kingdom and most other countries. I would thus respectfully ask for you to consider signing, dating and returning the enclosed Declaration.

If you have any questions please do not hesitate to contact either myself or Mr. Akers of this office.

Your assistance in this matter is greatly appreciated.

Kind regards

Christian Ziar

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Version: 7.5.446 / Virus Database: 268.18.7/710 - Release Date: 04/03/2007 13:58

## LEGAL MEMORANDUM

### Rights of employers to employee's inventions under the Patent Law of the United Kingdom

This Legal Memorandum has been prepared by Noël James Akers, a Chartered Patent Attorney in the United Kingdom and Fellow of the Chartered Institute of Patent Attorneys. Mr. Akers is also a Registered Patent Attorney in the United Kingdom, having been entered on the Register in 1989 following successful completion of the appropriate examinations and training period. He has practiced patent law in the United Kingdom continuously since his entry on the Register.

#### **Summary of relevant provisions of UK law**

The law of the United Kingdom governing the ownership of inventions made by employees during the term of their employment is the United Kingdom Patents Act 1977, as amended up to May 2006 (hereafter 'the Act'). In particular, Section 39 of the Act in relevant part provides as follows:

- (1) *Notwithstanding anything in any rule of law, an invention made by an employee shall, as between him and his employer, be taken to belong to his employer for the purpose of this Act and all other purposes if –*
  - a. *it was made in the course of the normal duties of the employee or in the course of duties falling outside his normal duties, but specifically assigned to him, and the circumstances in either case were such that an invention might reasonably be expected to result from the carrying out of his duties; or*
  - b. *the invention was made in the course of the duties of the employee and, at the time of making the invention, because of the nature of his duties and the particular responsibilities arising*

*from the nature of his duties he had a special obligation to further the interests of the employer's undertaking.*

(2) *Any other invention made by an employee shall, as between him and his employer, be taken for those purposes to belong to the employee.*

Section 39 of the Act relates to any inventions made after June 1, 1978, as provided for by section 43(1) of the Act.

Further, section 43(2) provides that section 39 governs the ownership of any inventions made by employees that are:

- (a) mainly employed in the United Kingdom; or
- (b) not mainly employed anywhere or whose place of employment could not be determined, but whose employer had a place of business in the United Kingdom to which the employee was attached, whether or not he was also attached elsewhere.

In the light of the provisions of section 43, a person employed by a company in the United Kingdom and having their place of work at a location or site of that company in the United Kingdom falls within the provisions of section 39 of the Act.

Under the provisions of section 130(1) of the Act, a person is an employee if he works under a contract of employment.

The provisions of section 39(1) of the Act require a two-fold test to be applied. First, it is necessary to examine the duties of the employee, that is the normal duties of that person, such as are defined in the contract of employment, or duties that may have been specially assigned to that person. Inventions arising out of the normal duties of the employee or those specially assigned may belong to the employer. Thus, for example, in the case of an engineer employed in the design and development of improved engineering equipment and processes of the employer, any improvements to the employer's technology will likely arise from the normal duties of the employee. Only in the case that the invention is made by the employee embarking upon a course of action wholly outside their normal or assigned duties can the rights to the invention vest in the employee.

Second, it is necessary to establish whether or not an invention, once made in the course of the normal or assigned duties of the employee, could reasonably have been expected to arise. This test will be fact dependent. In the main, an employee with normal duties to develop new or improved technology should reasonably be expected to make inventions. In contrast, it has been held that a person employed purely as a salesman does not ordinarily have the duty of applying his mind to solving technical problems in the products being sold (*Harris's Patent* [1985] RPC 19).

Under section 39(1)(a) of the Act, if the invention arose as part of the normal or assigned duties of the employee and could reasonably have been expected to arise as a result of those duties being carried out, all right and title in the invention vests in the employer.

The employee may be held to have a particular or special obligation to further the interests of the employer. In general, senior managers and executives within the employer's organization will have increasing responsibilities and obligations to develop the interests of the employer's business. Section 39(1)(b) of the Act provides that an invention made in the course of the normal or specially assigned duties of an employee with such obligations belongs to the employer. The rights vest in the employer regardless of whether or not the invention could reasonably have been foreseen, in such a situation.

### **Entitlement to USSN 10/573,716 and the invention claimed therein**

US patent application serial number 10/573,716 is derived from international patent application number PCT/GB2004/004145, which in turn claims priority from United Kingdom patent application number 0322754.3 having a filing date of 29 September, 2003.

It is understood the invention claimed in USSN 10/573,716 was made by David John Parkinson and James Edward Delves in the period leading up to the filing of the United Kingdom priority application, that is in the months preceding September 2003.

Accordingly, the invention is one made after 1 June, 1978, and thus falls within the provisions of section 39 of the Act.

It is further understood that Mr. Parkinson was formally engaged under contract with Dynamic Processing Solutions Plc (hereafter 'DPS'), an English company, and was employed at the DPS site in Bristol, United Kingdom. Accordingly, it follows that Mr. Parkinson meets the provisions of section 43(2) of the Act as being a person mainly employed in the United Kingdom. It follows that ownership of the invention of USSN 10/573,716 is governed by section 39 of the Act.

It is understood that at the time he made the invention of USSN 10/573,716, Mr. Parkinson was the Managing Director of DPS. The stated aims and objectives of the company were the development of improved materials handling processes and technology. The duties of Mr. Parkinson would necessarily have required him to be involved in the research and development of new technology and his contribution to the invention of USSN 10/573,716 arose from carrying out such duties.

The research and development of new process technology is a task that is reasonably expected to result in the making of one or more inventions. Accordingly, it follows that the requirements of section 39(1)(a) of the Act are met, namely that Mr. Parkinson made his contribution to the invention of USSN 10/573,716 in the course of his normal duties and that those duties were such that an invention would reasonably be expected to result from carrying out those duties. It is thus concluded that, by virtue of section 39(1)(a) of the Act, all right and title in the invention vested in DPS.

The foregoing notwithstanding, as Managing Director of DPS, Mr. Parkinson had a particular and special interest to further the interests of DPS. Accordingly, under the provisions of section 39(1)(b) of the Act, all right and title in the contribution of Mr. Parkinson to the invention of USSN 10/573,716 vested in DPS.

It is still further understood that Mr. Delves was formally engaged under contract with DPS and was also employed at the DPS site in Bristol, United Kingdom.

Accordingly, it follows that Mr. Delves meets the provisions of section 43(2) of the Act

as being a person mainly employed in the United Kingdom. It follows that ownership of the invention of USSN 10/573,716 is governed by section 39 of the Act.

It is understood that at the time he made the invention of USSN 10/573,716, Mr. Delves was the Research and Development Director of DPS. As noted above, the stated aims and objectives of the company were the development of improved materials handling processes and technology. The duties of Mr. Delves would necessarily have required him to be involved in the research and development of new technology and his contribution to the invention of USSN 10/573,716 arose from carrying out such duties.

The research and development of new process technology is a task that is reasonably expected to result in the making of one or more inventions. Accordingly, it follows that the requirements of section 39(1)(a) of the Act are met, namely that Mr. Delves made his contribution to the invention of USSN 10/573,716 in the course of his normal duties and that those duties were such that an invention would reasonably be expected to result from carrying out those duties. It is thus concluded that, by virtue of section 39(1)(a) of the Act, all right and title in the invention vested in DPS.

The foregoing notwithstanding, as the Research and Development Director of DPS, Mr. Delves had a particular and special interest to further the interests of DPS, in particular to ensure the development of improved technologies, in line with the company's stated aims and objectives. Accordingly, under the provisions of section 39(1)(b) of the Act, all right and title in the contribution of Mr. Delves to the invention of USSN 10/573,716 vested in DPS.

Confirmation of the above conclusions is to be found in the file wrapper of the priority application, GB 0322754.3. The statement of inventorship and of right to grant of a patent dated 26 November, 2003, and filed on behalf of DPS by its agent, with the United Kingdom Patent Office in respect of the priority application names David John Parkinson and James Edward Delves as the joint inventors. The statement of inventorship and of right to grant of a patent specifically states that the applicant, DPS, derived the right from the inventors, Mr. Parkinson and Mr. Delves, to be granted a patent as follows:

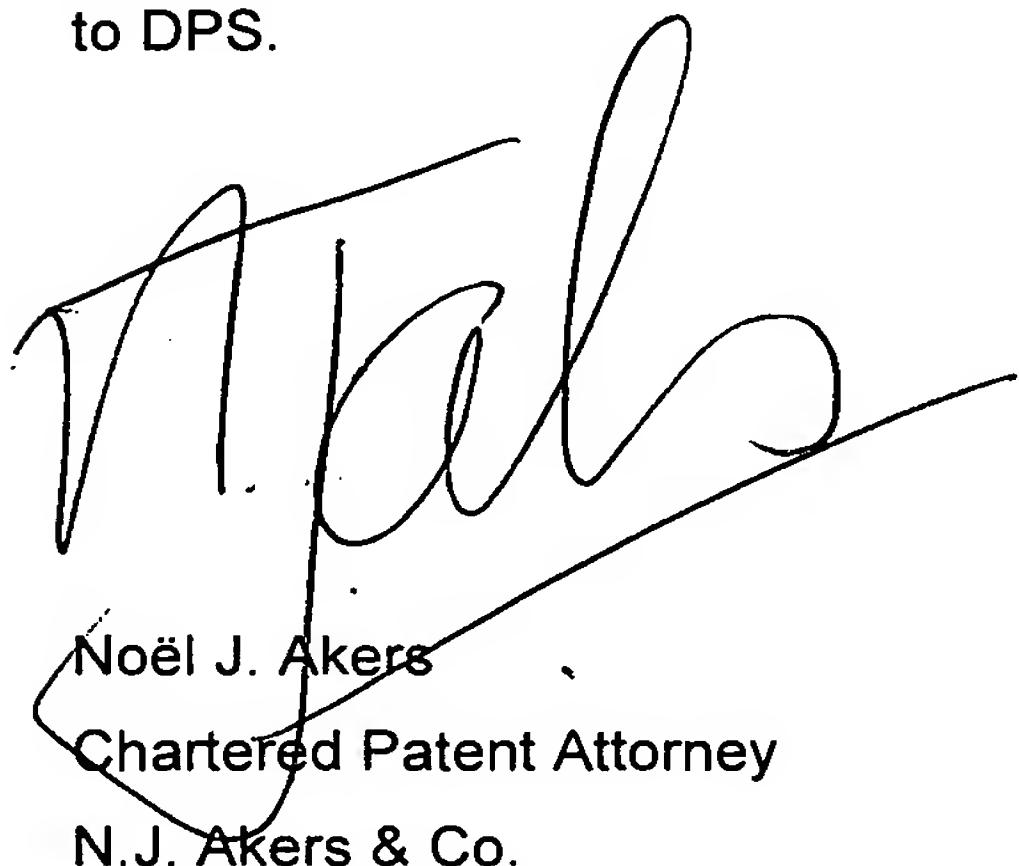
*By virtue of employment of the inventors by the applicant*

A copy of the statement of inventorship is contained in Attachment I hereto.

The United Kingdom Patent Office will have provided each of Mr. Parkinson and Mr. Delves, as named inventors, with a copy of the statement of inventorship filed in respect of the priority application, in order to alert each of them to the statements being made and provide each of them with an opportunity to challenge the entitlement to the patent. No such challenge was filed by either Mr. Parkinson or Mr. Delves.

The statement of inventorship thus confirms the above conclusions that all rights and title in the invention described and claimed in USSN 10/573,716 vested in DPS.

Issues relating to the ownership of and title in inventions arising under section 39 of the Act fall within the jurisdiction of the Patent Court, a division of the English High Court, Chancery Division. Having regard to the requirements of section 39 of the Act and the related sections, as set out above, the relevant case law of the Patent Court and higher courts, and the facts relating to the invention described and claimed in USSN 10/573,716, it is concluded that the Patent Court would award all right and title to DPS.



Noël J. Akers  
Chartered Patent Attorney  
N.J. Akers & Co.

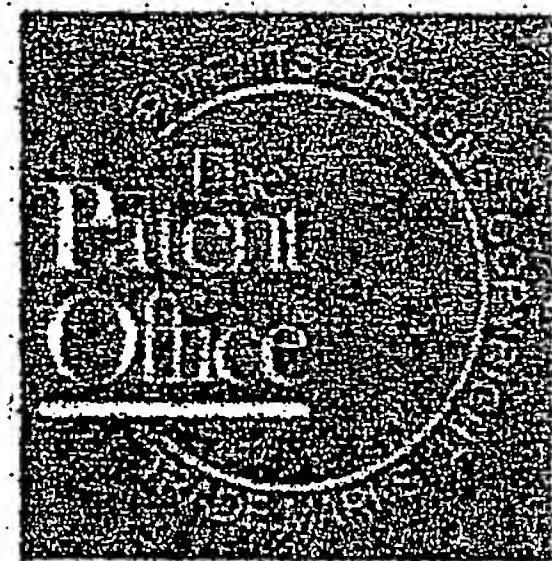
30 March, 2007

ATTACHMENT I

TO THE LEGAL MEMORANDUM OF NOEL J. AKERS

**ATTACHMENT II**

**TO THE LEGAL MEMORANDUM OF NOEL J. AKERS**



# **The Patents Act 1977 (as amended)**

An unofficial consolidation produced by Patents Legal Section

May 2006

those persons as the new proprietor or proprietors of the patent:

(3) Where an order is so made that a patent shall be transferred as mentioned in subsection (2) above or that a person other than an old proprietor may make a new application for a patent and before the reference of the question under that section resulting in the making of any such order is registered, the old proprietor or proprietors or a licensee of the patent, acting in good faith, worked the invention in question in the United Kingdom or made effective and serious preparations to do so; the old proprietor or proprietors or the licensee shall, on making a request to the new proprietor or proprietors or, as the case may be, the new applicant within the prescribed period, be entitled to be granted a licence (but not an exclusive licence) to continue working or, as the case may be, to work the invention, so far as it is the subject of the new application.

(4) Any such licence shall be granted for a reasonable period and on reasonable terms.

(5) The new proprietor or proprietors of the patent or, as the case may be, the new applicant or any person claiming that he is entitled to be granted any such licence may refer to the comptroller the question whether that person is so entitled and whether any such period is or terms are reasonable, and the comptroller shall determine the question and may, if he considers it appropriate, order the grant of such a licence.

#### *Employees' inventions*

##### **Right to employees' inventions**

39-(1) Notwithstanding anything in any rule of law, an invention made by an employee shall, as between him and his employer, be taken to belong to his employer for the purposes of this Act and all other purposes if-

- (a) it was made in the course of the normal duties of the employee or in the course of duties falling outside his normal duties, but specifically assigned to him, and the circumstances in either case were such that an invention might reasonably be expected to result from the carrying out of his duties; or
- (b) the invention was made in the course of the duties of the employee and, at the time of making the invention, because of the nature of his duties and the particular responsibilities arising from the nature of

his duties he had a special obligation to further the interests of the employer's undertaking.

(2) Any other invention made by an employee shall, as between him and his employer, be taken for those purposes to belong to the employee.

(3) Where by virtue of this section an invention belongs, as between him and his employer, to an employee, nothing done -

- (a) by or on behalf of the employee or any person claiming under him for the purposes of pursuing an application for a patent, or
- (b) by any person for the purpose of performing or working the invention,

shall be taken to infringe any copyright or design right to which, as between him and his employer, his employer is entitled in any model or document relating to the invention.

##### **Compensation of employees for certain inventions**

40-(1) Where it appears to the court or the comptroller on an application made by an employee within the prescribed period that -

- (a) the employee has made an invention belonging to the employer for which a patent has been granted,
- (b) having regard among other things to the size and nature of the employer's undertaking, the invention or the patent for it (or the combination of both) is of outstanding benefit to the employer, and
- (c) by reason of those facts it is just that the employee should be awarded compensation to be paid by the employer,

the court or the comptroller may award him such compensation of an amount determined under section 41 below:

(2) Where it appears to the court or the comptroller on an application made by an employee within the prescribed period that -

- (a) a patent has been granted for an invention made by and belonging to the employee;
- (b) his rights in the invention, or in any patent or application for a patent for the invention, have since the appointed day been assigned to the employer or an exclusive licence under the patent or

as his employer as it applies to any contract made between an employee and an employer other than the Crown, and for the purposes of this section, "Crown employee" means a person employed under or for the purposes of a government department or any officer or body exercising on behalf of the Crown functions conferred by any enactment or a person serving in the naval, military or air forces of the Crown.

#### Supplementary

43. (1) Sections 39 to 42 above shall not apply to an invention made before the appointed day.

(2) Sections 39 to 42 above shall not apply to an invention made by an employee unless at the time he made the invention one of the following conditions was satisfied in his case, that is to say -

(a) he was mainly employed in the United Kingdom; or

(b) he was not mainly employed anywhere or his place of employment could not be determined, but his employer had a place of business in the United Kingdom to which the employee was attached, whether or not he was also attached elsewhere.

(3) In sections 39 to 42 above and this section, except so far as the context otherwise requires, references to the making of an invention by an employee are references to his making it alone or jointly with any other person, but do not include references to his merely contributing advice or other assistance in the making of an invention by another employee.

(4) Any references in sections 39 to 42 above to a patent and to a patent being granted are respectively references to a patent or other protection and to its being granted whether under the law of the United Kingdom or the law in force in any other country or under any treaty or international convention.

(5) For the purposes of sections 40 and 41 above the benefit derived or expected to be derived by an employer from an invention or patent shall, where he dies before any award is made under section 40 above in respect of it, include any benefit derived or expected to be derived from it by his personal representatives or by any person in whom it was vested by their assent.

(5A) For the purposes of sections 40 and 41 above the benefit derived or expected to be derived by an employer from an invention shall not include any benefit derived or expected to be derived from the invention after the patent for it has expired or has been surrendered or revoked.

(6) Where an employee dies before an award is made under section 40 above in respect of a patented invention made by him, his personal representatives or their successors in title may exercise his right to make or proceed with an application for compensation under subsection (1) or (2) of that section.

(7) In sections 40 and 41 above and this section "benefit" means benefit in money or money's worth.

(8) Section 533 of the Income and Corporation Taxes Act 1970<sup>4</sup> (definition of connected persons) shall apply for determining, for the purposes of section 41(2) above, whether one person is connected with another as it applies for determining that question for the purposes of the Tax Acts.

#### *Contracts as to patented products, etc.*

#### *Avoidance of certain restrictive conditions*

44. [repealed]

#### *Determination of parts of certain contracts*

45. [repealed]

#### *Licences of right and compulsory licences*

#### *Patentee's application for entry in register that licences are available as of right*

46. (1) At any time after the grant of a patent its proprietor may apply to the comptroller for an entry to be made in the register to the effect that licences under the patent are to be available as of right.

(2) Where such an application is made, the comptroller shall give notice of the application to any person registered as having a right in or under the patent and, if satisfied that the proprietor of the patent is not precluded by contract from granting licences under the patent, shall make that entry.

(3) Where such an entry is made in respect of a patent -

(a) any person shall, at any time after the entry is made, be entitled as of right to a licence under the patent on such terms as may be settled by agreement or, in default of agreement, by the comptroller on the

4. To be construed as a reference to section 839 of the Income and Corporation Taxes Act 1988.

and in the said section 2(3), as it applies by virtue of this sub-section in relation to any such specification, the words "both as filed and" shall be omitted.

(3) In section 8(1), (2) and (4) of the 1949 Act (search for anticipation by prior claim) the references to any claim of a complete specification, other than the applicant's, published and filed as mentioned in section 8(1) shall include references to any claim contained in an application made and published under this Act or in the specification of a patent granted under this Act, being a claim in respect of an invention having a priority date earlier than the date of filing the complete specification under the 1949 Act.

(4) In section 32(1)(a) of the 1949 Act (which specifies, as one of the grounds of revoking a patent, that the invention was claimed in a valid claim of earlier priority date contained in the complete specification of another patent), the reference to such a claim shall include a reference to a claim contained in the specification of a patent granted under this Act (a new claim) which satisfies the following conditions:-

- (a) the new claim must be in respect of an invention having an earlier priority date than that of the relevant claim of the complete specification of the patent sought to be revoked; and
- (b) the patent containing the new claim must be wholly valid or be valid in those respects which have a bearing on that relevant claim.

(5) For the purposes of this section and the provisions of the 1949 Act mentioned in this section the date of filing an application for a patent under that Act and the priority date of a claim of a complete specification under that Act shall be determined in accordance with the provisions of that Act, and the priority date of an invention which is the subject of a patent or application for a patent under this Act shall be determined in accordance with the provisions of this Act.

#### Application of Act to Crown

129. This Act does not affect Her Majesty in her private capacity, but subject to that, it binds the Crown.

#### Interpretation

130.-(1) In this Act, except so far as the context otherwise requires -

"application fee" means the fee prescribed for the purposes of section 14(1A) above;

"application for a European patent (UK)" and (subject to subsection (4A) below)

"international application for a patent (UK)" each mean an application of the relevant description which, on its date of filing, designates the United Kingdom;

"appointed day", in any provision of this Act, means the day appointed under section 132 below for the coming into operation of that provision;

"biological material" means any material containing genetic information and capable of reproducing itself or being reproduced in a biological system;

"biotechnological invention" means an invention which concerns a product consisting of or containing biological material or a process by means of which biological material is produced, processed or used;

"Community Patent Convention" means the Convention for the European Patent for the Common Market;

"comptroller" means the Comptroller-General of Patents, Designs and Trade Marks;

"Convention on International Exhibitions" means the Convention relating to International Exhibitions signed in Paris on 22 November 1928, as amended or supplemented by any protocol to that convention which is for the time being in force;

"court" means

(a) as respects England and Wales, the High Court or any patents county court having jurisdiction by virtue of an order under section 287 of the Copyright, Designs and Patents Act 1988;

(b) as respects Scotland, the Court of Session;

(c) as respects Northern Ireland, the High Court in Northern Ireland;

(d) as respects the Isle of Man, Her Majesty's High Court of Justice of the Isle of Man;

“date of filing” means -

- (a) in relation to an application for a patent made under this Act, the date which is the date of filing that application by virtue of section 15 above; and
- (b) in relation to any other application, the date which, under the law of the country where the application was made or in accordance with the terms of a treaty or convention to which that country is a party, is to be treated as the date of filing that application or is equivalent to the date of filing an application in that country (whatever the outcome of the application);

“designate” in relation to an application or a patent, means designate the country or countries (in pursuance of the European Patent Convention or the Patent Co-operation Treaty) in which protection is sought for the invention which is the subject of the application or patent [and includes a reference to a country being treated as designated in pursuance of the convention or treaty]<sup>11</sup>;

“electronic communication” has the same meaning as in the Electronic Communications Act 2000;

“employees” means a person who works or (where the employment has ceased) worked under a contract of employment or in employment under or for the purposes of a government department or a person who serves (or served) in the naval, military or air forces of the Crown;

“employer” in relation to an employee, means the person by whom the employee is or was employed;

“enactment” includes an Act of Tynwald;

“European Patent Convention” means the Convention on the Grant of European Patents, “European patent” means a patent granted under that convention, “European patent (UK)” means a European patent designating the United Kingdom, “European

Patent Bulletin” means the bulletin of that name published under the convention, and “European Patent Office” means the office of that name established by that convention;

“exclusive licence” means a licence from the proprietor of or applicant for a patent conferring on the licensee, or on him and persons authorised by him, to the exclusion of all other persons (including the proprietor or applicant), any right in respect of the invention to which the patent or application relates, and “exclusive licensee” and “non-exclusive licence” shall be construed accordingly;

“formal requirements” means those requirements designated as such by rules made for the purposes of section 15A above;

“international application for a patent” means an application made under the Patent Co-operation Treaty;

“international Bureau” means the secretariat of the World Intellectual Property Organization established by a convention signed at Stockholm on 14 July 1967;

“international exhibition” means an official or officially recognised international exhibition falling within the terms of the Convention on International Exhibitions or falling within the terms of any subsequent treaty or convention replacing that convention;

“inventor” has the meaning assigned to it by section 7 above;

“journal” has the meaning assigned to it by section 123(6) above;

“mortgage”, when used as a noun, includes a charge for securing money or money’s worth and, when used as a verb, shall be construed accordingly;

“1949 Act” means the Patents Act 1949;

“patent” means a patent under this Act;

“Patent Co-operation Treaty” means the treaty of that name signed at Washington on 19 June 1970;

“patented invention” means an invention for which a patent is granted and “patented process” shall be construed accordingly;

“patented product” means a product which is a patented invention or, in relation to a

11. The wording in square brackets currently applies only in relation to designation under the PCT (see article 2(j) of SI 2004/3205). In relation to designation under the EPC, the provision is read without the bracketed wording until such time as EPC 2000 comes into force.